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JAN 26 2010
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BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C.

FINANCE DOCKET No. 35071

CODORUS CREEK RAILWAY COMPANY
49 CFR § 1151 FEEDER RAILROAD DEVELOPMENT PROGRAM
ACQUISITION EXEMPTIONS
THE STEWARTSTOWN RAILROAD COMPANY

ENTERED
Office of Proceedings
JAN 26 2010
Part of
Public Record

MOTION FOR A PROTECTIVE ORDER PURSUANT TO
49 CFR § 1104.14

The Codorus Creek Railway Company ("CCR"), pursuant to 49 CFR 1104.14, who herewith requests that the Board issue a protective order allowing CCR to make available to the Board, under seal, certain highly confidential documents and information in connection with his 49 CFR § 1151 Feeder Railroad Development Program Application ("Application") in the above captioned case, which CCR will be filing on January 29, 2010. The highly confidential documents include marketing data, a financial statement, valuation of the owning railroad, and letters of intent. CCR does not want any of this highly confidential information published in the public docket, nor does CCR want any of this highly confidential information disseminated to anyone other than outside counsel for any person or entity that becomes a party to this proceeding. Accordingly, CCR requests that the Board adopt the protective order contained in the appendix hereto.

CCR requests the Board designate the material contained in the protective order.
HIGHLY CONFIDENTIAL, for the following reasons:

CCR has spent many hours canvassing local businesses, in order to ascertain which businesses might benefit from freight rail service, and spent considerable time researching the transportation needs and requirements of those businesses that could benefit from rail service. The relationship between CCR and those businesses is tenuous, and will remain tenuous until such time that CCR demonstrates that it can provide freight rail service along the line of interest.

The Stewartstown Railroad Company ("STRT") has demonstrated no interest in providing freight rail service from being provided in taking a non-active role in pursuing customers along its line.

The STRT is a competitor. The STRT through its affiliated website and any other public media outlets has demonstrated interest in only restoring the line for limited passenger operations. If the STRT were to learn who CCR's potential shippers are, within days after obtaining that information, STRT officials or their agents, would visit those shippers and would coerce those potential shippers into expressing desire to utilize freight rail service with the STRT, although the line is currently in a condition unsuitable for any rail service.

CCR is willing to provide to the Board, and to The Stewartstown Railroad Company's outside counsel, for their eyes only, the market data and other material contained in CCR's Protective Order. The appropriate means for restricting CCR's market data to outside counsel, is via a Protective Order that designates the data Highly Confidential. The STRT is represented by outside counsel. The STRT has not provided any compelling reason why any of its employees have any need to view CCR's highly confidential material.

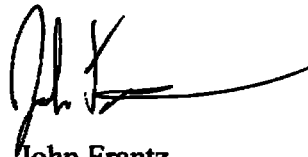
Restricting CCR's confidential information to the STRT's outside counsel, would not unduly burden the STRT.

In the event the Board is unwilling to classify CCR's marketing data, a financial statement, valuation of the owning railroad, and letters of intent as Highly Confidential, and is unwilling to limit who may view this information to outside counsel only, then CCR will respectfully withdraw its offer to provide this information, and will ask that it be returned to CCR prior to outside counsel obtaining a copy of this information.

I affirm under the penalties of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Filed: January 22, 2010

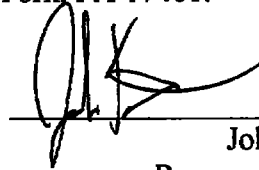
Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'John Frantz', with a long horizontal flourish extending to the right.

John Frantz
Representative to
The Cadorus Creek Railway Company

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of January, 2010, a copy of the foregoing Motion for a Protective Order, was served by first class mail, postage prepaid, upon the Stewartstown Railroad Company, P.O. Box 155, Stewartstown, PA 17365; Bureau of Rail Freight, Ports & Waterways, Pennsylvania Department of Transportation, 400 North Street-6th Floor, Harrisburg, PA 17120-0064; and upon York County Planning Commission, Felicia Dell, 28 East Market Street-3rd Floor, York, PA 17401.

A handwritten signature in black ink, appearing to read 'J. Frantz', is written over a horizontal line.

John Frantz
Representative to
The Codorus Creek Railway Company

APPENDIX

PROTECTIVE ORDER

1. For purposes of this Protective Order, "Highly Confidential Information" means the data and documents appended to this Protective Order and furnished to the Board by The Cadorus Creek Railway Company ("CCR") in connection with its 49 CFR §1151 Application, in the above-captioned matter, STB Finance Docket No. 35071.

2. Highly Confidential information shall be provided to Outside Counsel of any party to this proceeding only pursuant to this Protective Order and only upon execution and prior delivery to CCR of the attached Undertaking. Highly Confidential Information shall be used solely for the purpose of this and any related Board proceedings, or any judicial review proceeding arising therefrom, and not for any other business, commercial, or any other purpose. Highly Confidential Information shall not be provided or disclosed to any person or entity who is not Outside Counsel to a party to this proceeding.

3. Highly Confidential Information shall not be disclosed in any way or to any person without the prior written consent of CCR, or an order of the Board, solely for use in connection with this and related Board proceedings, or any judicial review proceeding arising therefrom, provided that such person has been given and has read a copy of this Protective Order and agrees to be bound by its terms and has executed the attached Undertaking prior to receiving access to this information.

4. Any documents containing Highly Confidential Information must be destroyed, and notice of such destruction must be served on CCR, at the completion of this and any related Board proceedings, or any judicial review proceeding arising therefrom, whichever comes first.

5. If the Board retains the Highly Confidential Information, it shall, in order to keep it Highly Confidential, treat the information in accordance with the procedure set forth at 49 CFR 1104.14.

6. If any party intends to use Highly Confidential Information at hearings in this proceeding or in any related Board proceedings, or in any judicial review proceeding arising therefrom, the party shall submit any documents setting forth or revealing such Highly Confidential Information to the Board, or the reviewing court as appropriate, under seal, and shall accompany such submission with a written request to the Board or the court to (i) restrict attendance at the hearing during discussion of such Highly Confidential Information, and (ii) restrict access to the portion of the record or briefs reflecting discussion of such Highly Confidential Information in accordance with the Protective Order.

7. All parties must comply with all of the provisions stated in this Protective Order unless good cause, as determined by the Board, is shown by any party to warrant suspension of any of the provisions herein.

UNDERTAKING

HIGHLY CONFIDENTIAL MATERIAL

I, _____, have read the Protective Order governing the filing of Highly Confidential Information by The Codorus Creek railway Company ("CCR") in STB Finance Docket No. 35246, understand the same, and agree to be bound by its terms. I agree not to use or permit the use of any data or information obtained under the Undertaking, or to use or permit the use of any techniques disclosed or information learned as a result of receiving such data or information, for any purpose other than the preparation and preservation of evidence and argument in STB Finance Docket No. 35071, or any judicial review proceedings taken or filed in connection therewith. I further agree not to disclose any data or information obtained under this Protective Order to any person who is not also bound by the terms of this Protective Order and has executed an Undertaking in the form hereof.

I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking and that CCR shall be entitled to specific performance and injunctive and / or other equitable relief as a remedy for any such breach, and I further agree to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Undertaking, but shall be in addition to all other remedies available at law or equity.

Signed: _____ Address: _____
Position: _____
Affiliation: _____ Telephone: _____
Dated: _____